

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 68-14

AN ORDINANCE

authorizing a cost apportionment agreement with the Missouri Highways and Transportation Commission for reconstruction of the shoulders along Route 163 (Providence Road) between Route 740 (Stadium Boulevard) and Green Meadows Road; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a cost apportionment agreement with the Missouri Highways and Transportation Commission for reconstruction of the shoulders along Route 163 (Providence Road) between Route 740 (Stadium Boulevard) and Green Meadows Road. The form and content of the agreement shall be substantially in the same form as set forth in "Attachment A" attached hereto.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2014.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

CCO Form: DE07
Approved: 07/97 (DPP)
Revised: 09/11 (AR)
Modified:

Cost Apportionment Agreement
Route: 163
County: Boone
Job No.: J5S3011

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
COST APPORTIONMENT AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Columbia, Missouri (hereinafter, "Entity").

WITNESSETH:

WHEREAS, the Commission owns and maintains Route 163 in Boone County as part of the State Highway System;

WHEREAS, the parties desire the improvement or reconstruction of the shoulders of Route 163 (Providence Road), extending generally from Route 740 (Stadium Boulevard) to Green Meadows Road; and

WHEREAS, the Entity is willing to provide assistance in the construction or reconstruction of the improvements subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this agreement is to coordinate participation by the Entity in the cost of the Commission's public improvement for Route 163 (Providence Road), in the County of Boone, designated as Job No. J5S3011. This public improvement will involve pavement and shoulder improvements as well as striping along shoulders for bicycle lanes in both the northbound and southbound directions. The Entity is only participating in the cost for a portion of the shoulder improvements as well as the striping for bicycle lanes.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

Beginning at Log Mile 2.207 at the intersection of Route 163 and Route 740, run in a generally southerly direction along existing Route 163 to Log Mile 3.831, a point where the centerline of existing Route 163 intersects Green Meadows Road. Length of improvement is 1.624 miles.

The general location of the public improvement is shown in "Exhibit A." The detailed location of the improvement will be shown on the plans prepared by the Commission for

the above-designated route and project.

(3) USE OF RIGHT-OF-WAY: The Entity grants the right to use the right-of-way of public roads, streets, and alleys as necessary for construction and maintenance of said public improvements.

(4) COMMISSION REPRESENTATIVE: The Commission's Central District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(5) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The Commission will be responsible for the preparation of detailed right-of-way and construction plans and project specifications. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements.

(B) The Commission will acquire right-of-way as needed for the project in accordance with Commission requirements.

(C) The Commission will be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The Commission will solicit bids for the herein improvement in accordance with plans developed by the Commission, or as the plans may from time to time be modified in order to carry out the work as contemplated.

(D) The Commission will be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements.

(6) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The estimated cost of the portion of the project noted in Paragraph (2) is three hundred thirty thousand, two hundred twenty-six dollars (\$330,226). The details of the estimated cost breakdown may be seen in "Exhibit B," which is incorporated herein and attached hereto. The total project cost will include project construction.

(B) The Commission will be responsible for 50% of the actual project costs. In addition, the Commission will also be responsible for the costs associated with administration of the construction contract and inspection of the work performed by the

construction contractor, at no cost or expense to the Entity.

(C) The Entity will be responsible for fifty percent (50%) of the actual project cost. The Entity authorizes the Commission to allocate up to a maximum of one hundred seventy-five thousand dollars (\$175,000) of CPP 9999 Non-Motorized Transportation Pilot Project (NMTTP) funds toward 50% of the actual project costs [see Exhibit C]. If the Entity fails to authorize the funding allocations, the Commission is under no obligation to continue with this portion of the project. The Entity agrees that all funds pursuant to this Agreement, with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the Road fund. If the amount deposited with the Commission shall be less than the actual obligation of the Entity for this project, the Entity, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the project, any excess funds, excluding interest, shall be refunded to the Non-Motorized Transportation Pilot Program funds (Section 1807 of SAFETEA-LU(P.L. 109-59).

(D) In the event that the actual costs for the portion of the project noted in Paragraph (2) exceed the currently estimated cost, the additional costs shall be split 50/50 between the Commission and the Entity.

(7) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the Entity for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the Entity with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the Entity's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the Entity's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

(8) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Entity and the Commission.

(9) ASSIGNMENT: The Entity shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(10) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(11) APPROVAL OF FHWA AND AVAILABILITY OF FUNDS: This Agreement is entered into subject to the approval of the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

(12) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(13) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission, except as otherwise provided by this Agreement or a separate written agreement.

(14) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(15) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(16) NO INTEREST: By contributing to the cost of this project or improvement, the Entity gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

(17) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(18) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(19) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(20) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(21) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Entity this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

By _____

Title _____

ATTEST: (Commission seal)

Secretary to the Commission

APPROVED AS TO FORM:

Commission Counsel

CITY OF COLUMBIA, MISSOURI

By _____

Mike Matthes, City Manager

ATTEST: (Entity seal, if existing)

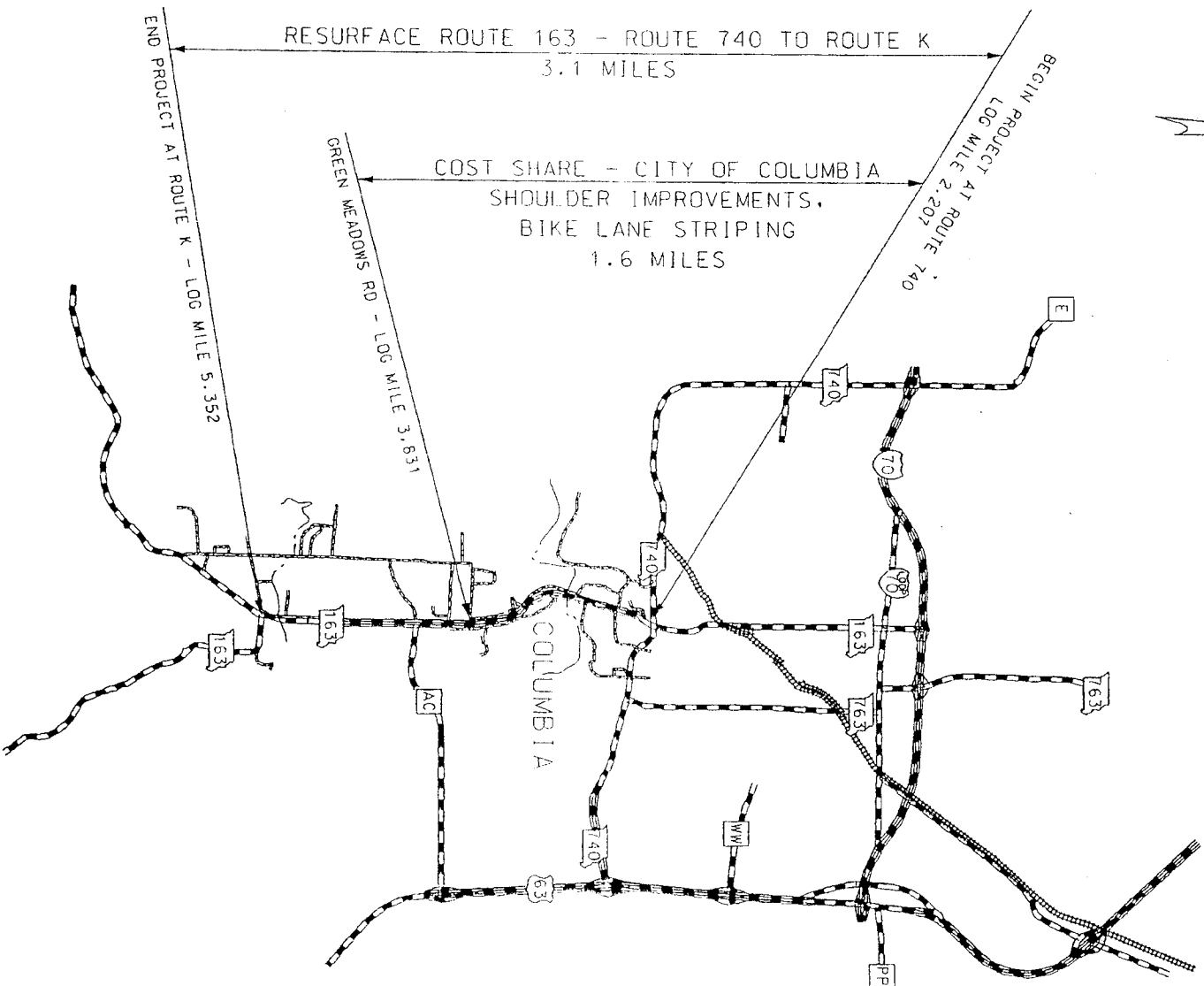
By _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By _____
Nancy Thompson, City Counselor

City Ordinance Number _____

BOONE COUNTY ROUTE 163



NOT TO SCALE

EXHIBIT A

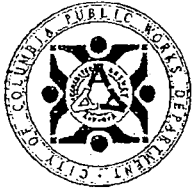
J5P3011 - BOONE COUNTY, ROUTE 163

COST SHARE FOR SHOULDER REPAIR WORK
Route 163 between Stadium and Green Meadows

10' SHOULDER

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNITS</u>	<u>UNIT COST</u>	<u>TOTAL</u>
4010151	A3 SHOULDER	10,138	SY	\$ 16.94	\$ 171,738
6221003	COLDMILL (GREATER THAN 3" THICK)	10,138	SY	\$ 4.23	\$ 42,884
2151000A	SHAPING SLOPES CL I	91	STA	\$ 140.00	\$ 12,740
3040143	4" TYPE 1 AGGREGATE FOR BASE	10,138	SY	\$ 6.00	\$ 60,828
4133200	UBAWS, TYPE C	6,679	SY	\$ 4.20	\$ 28,052
6206106	6" WHITE ACRYLIC WATERBORNE	31,567	LF	\$ 0.20	\$ 6,313
6206115	ACRYLIC WATERBORNE BIKE SYMBOL	14	EA	\$ 180.00	\$ 2,520
6205131	TYPE 2 GROOVED TAPE STRAIGHT ARROW	14	EA	\$ 368.00	\$ 5,152
GRAND TOTAL					\$ 330,226
City of Columbia Responsibility - 50%		0.50 x \$330,226 =		\$	165,113
MoDOT Responsibility - 50%		0.50 x \$330,226 =		\$	165,113

EXHIBIT B



CITY OF COLUMBIA, MISSOURI

PUBLIC WORKS DEPARTMENT

October 9, 2013

Dion Knipp
MoDOT District 5 Design Liaison Engineer
P.O. Box 718
Jefferson City, MO 65102

Subject: Shoulder Bike Lanes on Route 163

Dion,

This is a request to allocate \$175,000 of CPP 9999 Non- Motorized Transportation Pilot Project (NMTTPP) funds to MoDOT to help pay for bike lanes on Providence Road/Route 163 between Stadium Blvd/Route 740 and the Green Meadows intersection.

The City Council approved adding bike lanes on Providence Road at their September 3, 2013 meeting. Since MoDOT plans to resurface the road, it is in the public interest to combine the projects, both from an expediency and cost savings standpoint. The \$175,000 is the City's portion of a cost sharing approach. The project involves rebuilding and resurfacing the shoulders and then striping them as bike lanes similar to what was done on Route 740.

If you have any questions, please contact me at 573-874-7250.

Sincerely,

A handwritten signature in black ink, appearing to read 'David A. Nichols', is written over the word 'Sincerely,'.

David A. Nichols, PE
Assistant Director

CC: Mike Dusenberg-MoDOT
John Glascock

EXHIBIT C

REP134-13 Non-Motorized Transportation (GetAbout) Project Prioritization.

Mr. Matthes provided a staff report.

Mayor McDavid understood the first five listed could be done with the amount of money that was available. Mr. Nichols stated that was correct, and noted there was sixth project staff wanted Council to consider. He explained MoDOT was paving an overlay on Providence Road and had asked the City to cost share to do the shoulders from Stadium to Green Meadows. He pointed out those shoulders were where bikes generally traveled so there was a discussion to cost share for an estimated cost of \$130,000.

Mr. Trapp stated he rode along Providence Road and the shoulders had broken pavement. Mr. Nichols noted MoDOT would not do the shoulders without City funding. Mr. Thomas understood this was a potential new project for \$130,000 to resurface the shoulders and stripe bike lanes. Mr. Nichols stated he understood this caused the total to go beyond the dollar figure. Ms. Hoppe thought they often came in under budget on projects. Mr. Nichols stated that was correct. He explained they had estimated conservatively and ended up with about \$1 million after round one was completed. Staff thought the situation would be similar with these projects.

Ms. Hoppe made a motion to proceed with the first five ranked projects. The motion was seconded by Mr. Skala.

Mayor McDavid commented that he had been lobbied by Darwin Hindman to connect the end of Bluffdale to Rollins without the switchbacks from Shepard, which was a mirror image of what Dan Harder wrote in an e-mail to the Council today. Ms. Hoppe stated that was Phase 1 of a much more expensive project and noted it was the old trail that had been rejected by prior Councils.

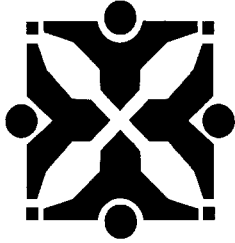
Mr. Trapp asked if the sixth project could be added. Mr. Skala replied he would be agreeable as long as it did not jeopardize Clark Lane.

Mr. Trapp made a motion to amend the motion made by Ms. Hoppe to add the sixth project. The motion was seconded by Ms. Nauser.

Mr. Thomas stated he wanted a study completed for the fifth project with regard to connecting the east side of the span bridge over the Hinkson to Bluffdale and south to the trail connector under Providence instead of completing the trail from the east side of the span bridge over the Hinkson up to the roadside park. He noted he wanted the cost implication of the change as well as the likely mode shift potential bearing in mind the routes that would be available and the hills that would form barriers to some of the routes. Mayor McDavid stated he agreed this review was needed, and asked if a motion was necessary. He felt they expected that type of due diligence by accepting first six projects because additional projects could be done if more money was saved. Mr. Nichols pointed out each project would have its own public hearing. Mr. Matthes stated staff would provide choices for those projects in which there were competing ideas.

The motion made by Mr. Trapp and seconded by Ms. Nauser to amend the motion made by Ms. Hoppe to add the sixth project was approved unanimously by voice vote.

The motion made by Ms. Hoppe, seconded by Mr. Skala and amended by Mr. Trapp to proceed with the first six ranked projects was approved unanimously by voice vote.



Source: Public Works

Agenda Item No:

To: City Council
From: City Manager and Staff

Council Meeting Date: Mar 17, 2014

Re: Cost Apportionment Agreement with MHTC for Shoulder Improvements on Route 163 (Providence Road) from Stadium Boulevard to Green Meadows Road

EXECUTIVE SUMMARY:

Staff has prepared for Council consideration legislation authorizing the City Manager to execute a Cost Apportionment agreement with Missouri Highways and Transportation Commission (MHTC) for shoulder improvements on Providence Road, from Stadium Boulevard to Green Meadows Road.

DISCUSSION:

At the September 3, 2013 Council meeting, Council approved a list of priority projects to be completed with Round 2 funding of the Non-motorized Transportation Pilot Program (GetAbout) grant. Shoulder improvements along Providence Road, between Stadium Boulevard and Green Meadows Road, was included on that list as a cost-share project with MoDOT, as part of a larger pavement improvement project along that corridor. The cost-share project involves rebuilding and resurfacing the shoulders, and striping the bike lanes, and is expected to be constructed in 2014.

The estimated cost of the cost-share project is \$330,226. The City will be responsible for 50% of the actual project cost, which will be deducted from allocated Round 2 GetAbout funding. MoDOT will be responsible for the remaining 50% project cost, and will also be responsible for 100% of the costs associated with the administration of the construction contract and inspection of the work performed.

FISCAL IMPACT:

The City's estimated share of this project cost is \$175,000, and will be deducted from the allocated Round 2 Non-motorized Transportation Pilot Program (GetAbout) grant.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

A network of safe roadways in and around the City will provide sustainable, efficient mobility to vehicular travel and other modes in a complimentary manner.

SUGGESTED COUNCIL ACTIONS:

Approve the legislation authorizing the City Manager to execute the Cost Apportionment Agreement with MHTC for shoulder improvements on Providence Road.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$175,000.00	Duplicates/Epands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	Yes
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	13.1
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	

